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Attorneys for Defendants
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 13

14 **IN THE UNITED STATES DISTRICT COURT**
 15 **NORTHERN DISTRICT OF CALIFORNIA**

16 JONATHAN HOANG TO, JEFFRY HEISE,
 and JOSEPH MULL, individually and on
 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 DIRECTTOU, LLC and ALLIANCE
 20 ENTERTAINMENT, LLC,

21 Defendants.
 22

CASE NO.: 3:24-CV-06447-WHO

**DECLARATION OF TIM HINSLEY IN
 SUPPORT OF REPLY IN SUPPORT
 OF MOTION TO STAY AND
 COMPEL ARBITRATION**

[Filed concurrently with Reply]

Hearing: June 4, 2025
 Time: 2:00 PM

DECLARATION OF TIM HINSLEY

I, Tim Hinsley, declare as follows:

1. I am over the age of 18 years old. I am the General Manager of DirectToU, LLC (“DirectToU”). I have worked at DirectToU since January 2011. I make this declaration in support of DirectToU and Alliance Entertainment, LLC’s (“Alliance”) (collectively, “Defendants”) Reply in Support of Motion to Stay and Compel Arbitration. If called to testify regarding the facts set forth in this declaration, I could and would testify competently thereto.

2. I make this declaration in Support of Defendants’ concurrently filed Reply in Support of Motion to Stay and Compel Arbitration (“Motion”).

3. To purchase a product online, www.deepdiscount.com, www.ccvideo.com, and www.moviesunlimited.com (individually the “Website” or collectively the “Websites”) each require a customer to complete the same series of steps, which have been in place on each Website from May 4, 2021 through the present.

4. The Websites offer multiple methods of payment, including PayPal. A customer must select their method of payment on the Billing & Payment screen on the Websites. A true and correct copy of an example of the Billing & Payment screen that has been on the Websites from May 4, 2021 through the present is attached hereto as Exhibit 1.

5. If a customer selects PayPal as his or her method of payment on the Websites, an integrated PayPal pop-up screen loads. The pop-up screen is designed and controlled by PayPal, and customers must proceed through all of PayPal’s prompts in order to finalize PayPal as their chosen method of payment. Once a customer has completed PayPal’s process and finalized PayPal as their chosen method of payment, the pop-up screen closes and the customer is returned to the Billing & Payment screen exemplified in Exhibit 1. It is impossible for an order to be placed on the integrated PayPal screen. A customer who chooses to use PayPal as their payment method must always return to the Billing & Payment screen on the Websites in order to continue with placing their order.

1 6. After returning to the Billing & Payment screen, all customers who have chosen to
2 use PayPal as their payment method must click on the “REVIEW YOUR ORDER” button if they
3 wish to continue the process of placing their order. Clicking on the “REVIEW YOUR ORDER”
4 button on the Websites brings customers to the final checkout screen that I previously described
5 in the Declaration of Tim Hinsley in Support of Motion to Stay and Compel Arbitration that was
6 filed in this case as docket number 82 (“First Declaration”). For the avoidance of doubt, the final
7 checkout screen attached as Exhibit 4 to my First Declaration has been the same from May 4, 2021
8 through the present. All of the information that I provided in my First Declaration is true regardless
9 of whether a customer has selected PayPal or some other payment method. PayPal is simply one
10 of the billing and payment options that I referenced in Paragraph 9 of my First Declaration. It is
11 impossible to place an order on the Websites without following all of the steps I described in my
12 First Declaration.

13 7. This process and information described in Paragraphs 3-6 above has been the same
14 on each of the Websites from May 4, 2021 through the present.

15 8. Because the checkout process described in this Declaration and my First
16 Declaration has been in place on the Websites since May 4, 2021, and because Plaintiff Joseph
17 Mull made purchases on the Websites after that date, Plaintiff Mull would have assented to the
18 Terms of Use by affirmatively checking the box next to the language “I acknowledge that I have
19 read and agree to the Terms of Use,” as described in my First Declaration. Without checking the
20 box, Plaintiff Mull would not have been able to complete his purchase using PayPal or any other
21 payment method.

22 9. By virtue of my position, I am familiar with business records kept in the ordinary
23 course of DirectToU’s business operations concerning mail or phone customer purchases,
24 including how to search for business records reflecting purchases associated with a specific name.
25 Each mail or phone purchase is recorded at or near the time of the purchase in DirectToU’s record-
26 keeping system. Tracking customer orders and returns is a regular practice and takes place for all
27 customers of DirectToU.

1 10. I have searched DirectToU's business records for any mail or phone orders
2 associated with a person who provided the first name "Jeffry" and the last name "Heise."
3 DirectToU has no record of any mail or phone orders for anyone with the first name "Jeffry" and
4 last name "Heise."

5 11. I have also searched DirectToU's business records for any mail or phone orders
6 associated with a person who provided any first name beginning with the letter "J" and the last
7 name "Heise." DirectToU has no record of any mail or phone orders for anyone with any first
8 name beginning with the letter "J" and the last name "Heise."

9
10 I declare under penalty of perjury under the laws of the United States of America that the
11 foregoing is true and correct. Executed this 28th day of April, 2025.

12
13 By:

DocuSigned by:

A8444B5F23FD48F...
Tim Hinsley
General Manager

EXHIBIT 1

1. Shipping

2. Billing & Payment


3. Place Order


SELECT PAYMENT TYPE

CREDIT CARD

PAYMENT APPS

Pay with PayPal






PayPal

Pay with Venmo

REVIEW YOUR ORDER

ORDER SUMMARY

 1 Item(s) in cart

Subtotal	\$17.53
Standard Shipping	\$5.99
Sales Tax (7%)	\$1.65
ORDER TOTAL	\$25.17